Ontario

Dossier des clauses des conventions collectives entre conseils scolaires et enseignants

Numéro 15

Régimes de Traitement différé et d'Encouragement à la Pension anticipée, 1980-81

Janvier 1981

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Education Relations Commission
Ontario

Numéro 15

Régimes de Traitement différé et d'Encouragement à la Pension anticipée, 1980-81

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La présente publication a été rédigée par les soins de la Commission des Relations de Travail en Education dans le cadre des services qu'elle offre aux parties engagées dans des négociations, ainsi que le prescrit la *Loi de 1975 sur les négociations collectives entre conseils scolaires et enseignants*.

Le but de cette publication est de:

fournir en qualité d'organisme neutre, des renseignements à jour et précis extraits de conventions collectives écrites, dans le but d'aider les parties durant les différentes étapes de la procédure des négociations.

La publication est fondée sur les conventions collectives écrites négociées entre les enseignants et les conseils scolaires pour l'année de convention 1980-81 (septembre-août), qui ont été déposées auprès de la Commission. Elle contient essentiellement des clauses* reproduites textuellement et qui représentent l'élément qualitatif, par opposition aux autres publications de la Commission qui sont de nature statistique.

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*Dans certains cas nous avons ajouté uniquement la partie de la clause qui se rapporte à l'objet de cette publication, et non la clause complète.

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CONVENTIONS ANALYSEES

En novembre 1980, cent trente (130) des deux cents (200) conventions en vigueur en 1980-81 dans les écoles élémentaires, secondaires et catholiques séparées étaient disponibles pour l'analyse.

Le Tableau 1 donne la répartition par type des conventions disponibles pour l'analyse.

TABLEAU 1

CONVENTIONS DISPONIBLES POUR L'ANALYSE, 1980-81

	Elém.	Sec.	CESC	Total
Nombre total des conventions possibles en 1980-81	76	76	48	200
Nombre de conventions disponibles pour l'analyse	52	45	33	130

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE

Elémentaires

Bruce
Carleton
Dufferin
Durham
Essex
Fort Frances-Rainy River
Frontenac
Halton
Hastings
Hearst
Hornepayne
Lake Superior
Leeds and Grenville
Lincoln
Manitoulin
Niagara South
Ottawa
Oxford
Peel
Perth
Prescott and Russell
Red Lake
Sault Ste. Marie
Timiskaming

Secondaires

Brant
Bruce
Carleton
Central Algoma
Dufferin
Durham
Essex
Fort Frances-Rainy River
Frontenac
Geraldton
Hastings
Hearst
Hornepayne
Huron
Lambton
Leeds and Grenville
Lennox and Addington
London
Manitoulin
Muskoka
Nipigon-Red Rock
Norfolk
Ottawa
Oxford
Perth
Prescott and Russell
Red Lake
Timiskaming
Timmins
Toronto
York Borough

CONVENTIONS NON DISPONIBLES POUR L'ANALYSE

C.E.S.C.

Brant
Dufferin-Peel
Essex
Fort Frances-Rainy River
Halton
Hearst
Kent
Lambton
Lanark - Leeds and Grenville
Michipicoten
North of Superior
Prescott and Russell
Sault Ste- Marie
Sudbury
York Region

INTRODUCTION

La présente monographie traite de deux sujets séparés mais ayant un point commun: les régimes d'encouragement à la pension anticipée et les régimes de traitement différé. Ces deux types de régimes ont pour but de réduire les effets que le déclin dans les inscriptions des élèves exercent sur les effectifs des enseignants.

Comme sur les 130 conventions déposées à la Commission, 11 ou 8.5% mentionnaient des régimes d'encouragement à la pension anticipée, il a été décidé d'inclure une liste reproduisant textuellement toutes les clauses (voir Appendice A) sans les analyser. En revanche, 47 des 130 conventions, ou 36.2% contenaient des régimes de traitement différé. Pour ces derniers régimes, nous avons donné:

(1) une brève analyse statistique des diverses parties constituantes, et

(2) un échantillonage choisi au hasard de douze (12) plans qui figurent à l'Appendice B à l'intention des lecteurs intéressés.

REGIMES D'ENCOURAGEMENT A LA PENSION ANTICIPEE

Non analysés. Voir clauses à l'Appendice A.

REGIMES DE TRAITEMENT DIFFERE

FREQUENCE DES CLAUSES

Sur les 130 conventions analysées, 47 ou 36.2% prévoyaient une certaine forme de régime de traitement différé*. 64% (29 sur 45) des conventions des écoles secondaires, 32.1% (17 sur 53) dans les écoles élémentaires, et 3.0% (1 sur 33) dans les C.E.S.C. contenaient un régime de traitement différé.

NATURE DES CLAUSES

a) Conditions d'admissibilité

Une majorité (74.5%) des régimes de traitement différé mentionnent des conditions d'admissibilité. Sur les 35 régimes qui précisent des conditions, 16 exigent que l'enseignant possède au moins trois années d'ancienneté (ou d'expérience) auprès du Conseil, 1 exige quatre années de service, et 12 stipulent un minimum de 5 années d'ancienneté. Les six autres clauses autorisent tout enseignant possédant un contrat permanent à introduire une demande.

En plus du nombre minimum d'années de service, la plupart des conventions stipulent d'autres conditions, par exemple:

i) au moment d'effectuer sa demande, le candidat doit être employé comme membre du personnel à plein temps (mentionné dans deux conventions) ;

ii) l'enseignant ne doit pas être menacé de se faire déclarer en excédent (mentionné dans 7 conventions) ;

iii) les interruptions de programme et la désorganisation dans le personnel provoquées par le départ doivent être considérées comme tolérables (mentionné dans 2 conventions) ;

iv) les obligations découlant des congés sabbatiques ou des autres congés précédents doivent avoir été exécutées (mentionné dans 9 conventions) ;

v) l'enseignant doit accepter de rester au service du conseil jusqu'à la fin du régime individuel de traitement différé, ce qui dans certains cas peut atteindre cinq ans (mentionné dans 12 conventions).

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*Egalement appelé "teacher funded leave", "4 over 5 plan", "X over Y plan", "X over (X+1)" et "leave of absence with salary holdback."

b) Demande et Notification

Trente-huit (38) sur les 47 régimes de traitement différé, ou 81%, précisent des dates limites auxquelles les demandes doivent avoir été reçues. Ces dates varient du 31 décembre au 15 juin; toutefois la majorité des régimes (28) stipulent le 31 janvier ou le 1er mai.

Trente-cinq (35) des 47 régimes prévoient également que le candidat doit recevoir une notification pour l'aviser de l'acceptation ou du refus. Vingt-huit (28) spécifient une date exacte qui peut, selon la convention, se situer entre 1 à 6 mois après la date limite prévue pour la réception des demandes. La majorité (23) déclare que la notification doit être donnée dans les deux ou dans les trois mois.

Vingt-trois (23) des 35 conventions stipulant une notification, déclarent également qu'une explication écrite est obligatoire si la demande est rejetée.

c) Administration du régime de congé

Dix des 47 régimes de traitement différé (21.3%)instaurent un comité chargé d'administrer le régime. Vous trouverez ci-dessous un exemple d'un "Comité administratif", avec sa composition, son autorité et ses fonctions.

Lennox et Addington - Ecoles élémentaires

Administering Committee

(a) This plan shall be administered by a committee consisting of:

1 representative of F.W.T.A.O.
1 representative of O.P.S.M.T.F.
1 superintendent
2 Board Members

(b) (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.

(ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to 30.04 (i.e., conditions of acceptance) any other factors it considers relevant.

(iii) The recommendations of the Administering Committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.

(c) Throughout a teacher's participation in the plan, the control of the trust established by 30.08 (b) shall be vested solely in the Administering Committee on behalf of the participant.

(d) (i) The Administering Committee shall be responsible for arranging for the borrowing of funds where such is required by 30.08 (d).

(ii) Where the Administering Committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating teacher and the cost of this insurance shall be included in the cost of the borrowed funds.

(e) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in 30.08 (d).

(f) The Administering Committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Superannuation Act and the Income Tax Act.

(g) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

(d) Nombre maximum des congés

Dix-huit (18) des 47 régimes de traitement différé discutent une limite au nombre maximum des congés qui peuvent être accordés en une même année. Cinq conventions déclarent que le nombre maximum des congés ne peut dépasser 3% du personnel enseignant; trois autres limitent ce nombre à 4%. Nous avons quelques autres exemples parmi lesquels nous citerons:

3 enseignants (mentionné dans une convention)

à déterminer par le Conseil après consultation avec la ou les sections affiliées (mentionné dans cinq conventions).

déterminé par le Comité administratif et approuvé par le Conseil (mentionné dans 2 conventions)

le Conseil devra tenter d'accorder toutes les demandes, mais il se réserve le droit de limiter le nombre des congés accordés chaque année (mentionné dans une convention)

e) Quand l'enseignant peut prendre un congé

Trente et un (31) des 47 régimes précisent quand un enseignant peut prendre un congé. Voici quelques exemples:

à toute époque, ou à déterminer par l'enseignant en consultation avec le Conseil, ses représentants ou un comité administratif (dans 7 conventions)

2e, 3e, 4e ou 5e année d'un régime de 5 ans (dans 4 conventions)

3e, 4e ou 5e année d'un régime de 5 ans (dans 10 conventions)

4e ou 5e année d'un régime de 5 ans (dans 2 conventions)

durant la cinquième année d'un régime de 5 ans, ou durant la dernière année d'un régime plus bref (dans 8 conventions).

Il n'est toutefois pas inhabituel de trouver des exceptions à la règle lorsque dans un conseil certains enseignants deviennent excédentaires ou qu'un retard résulterait, par essence, à contrecarrer le but du régime. Certains régimes admettent également des exceptions dans le cas où l'enseignant et le Conseil peuvent conclure un accord mutuel ou un autre genre d'arrangement.

f) Formule de traitements

Quarante et un (41) des 47 régimes discutent des arrangements pour financer les congés. Un tiers environ décrivent un régime standardisé que tous les enseignants doivent observer. Par exemple, un certain nombre de régimes (9) déclarent qu'un enseignant recevra 80% de son traitement total durant chacune des cinq années, en reportant le paiement de 20% dans chacune des quatre années durant lesquelles il n'est pas en congé. D'autres conventions (5) déclarent simplement que 20% du

traitement total sera mis de côté pendant chacune des quatre années, sans déclarer expressément quel sera le montant du traitement durant l'année de congé.

Par contraste, dix-neuf (19) conventions permettent à l'enseignant individuel de faire le plan de son propre régime de traitement différé, qu'il devra présenter à l'approbation du Conseil ou d'un comité administratif. Dans certains cas, l'enseignant a le droit de modifier chaque année le montant à différer. Dans d'autres, le congé peut être accordé sans que le traitement soit différé.

Six (6) conventions offrent un régime standardisé, mais ajoutent une clause selon laquelle l'enseignant peut également faire le plan de son propre régime.

g) Avantages sociaux

Trente-huit (38) des 47 régimes discutent des arrangements pour maintenir en vigueur des régimes d'avantages sociaux. Dans 16 conventions, le Conseil a la responsabilité de payer sa part des frais des régimes d'avantages sociaux pendant l'année du congé. Deux autres conventions stipulent que les avantages pour le personnel resteront en vigueur pendant la période du régime de traitement différé, y compris l'année du congé, mais que le Conseil devra payer 80%. Par contraste, 20 conventions exigent que ce soit l'enseignant qui paye les avantages sociaux durant l'année de congé.

Dans neuf conventions, les avantages ayant un rapport avec le revenu, comme les régimes d'assurance-vie collective et d'invalidité de long terme sont liés au traitement payé effectivement à l'enseignant pendant chaque année de son congé. Dans cinq conventions, les avantages se rapportant aux revenus sont liés, pendant l'année où l'enseignant n'est pas en congé, au montant du traitement qu'il aurait reçu s'il n'avait pas été inscrit au régime. Toutefois, pendant le congé, les avantages en rapport avec le traitement sont liés à celui que l'enseignant aurait dû recevoir durant l'année précédant le congé s'il n'avait pas été inscrit au régime. Enfin, deux autres conventions relient les avantages concernant le revenu, au traitement que l'enseignant aurait dû recevoir pendant chaque année où il ne participait pas au régime.

h) Remise, Désistement, Excédent et Décès

De nombreux régimes de traitement différé contiennent des articles définissant la procédure à suivre en cas de certaines éventualités.

Trente et un (31) des 47 régimes permettent au Conseil scolaire de remettre ou de différer un congé si un remplaçant valable ne peut être trouvé. Dans neuf conventions, ce droit est limité aux situations où l'enseignant partant en congé est indispensable aux besoins du programme de l'école, à condition que le Conseil fasse savoir à l'enseignant, au plus tard au 1er janvier de l'année durant laquelle son congé doit commencer, que ce congé sera différé.

Il est fréquent également que les régimes de traitement différé contiennent des articles donnant à l'enseignant le choix de se désister d'un régime si le Conseil décide de différer la date de son congé.

Trente et un (31) des 47 régimes précisent expressément qu'un enseignant a le droit de se désister d'un régime. Quoique 7 conventions donnent à l'enseignant le droit de se désister à toute époque avant de prendre son congé, la majorité (23) exige qu'il donne une certaine forme de préavis, dans la plupart des cas, avant le milieu du mois de mars.

Parfois l'enseignant peut être obligé de se désister d'un régime de traitement différé s'il devient excédentaire dans le système scolaire. Dix-huit des 47 régimes mentionnent cette situation, et déclarent que l'enseignant sera remboursé de tous les montants différés plus les intérêts accumulés, en général dans les soixante à quatre-vingt-dix jours.

Pareillement, un enseignant peut décéder avant ou durant le congé. Trente-sept (37) des 47 régimes stipulent qu'en cas de décès, tous les montants différés plus les intérêts accumulés seront versés à son patrimoine.

i) Garantie de remboursement

Comme nous l'avons mentionné précédemment, plus de la moitié des régimes de traitement différé permettent à l'enseignant

de prendre un congé avant la dernière année. Cette option implique en général que le Conseil doit être d'accord pour avancer la partie du traitement futur de l'enseignant. Un certain nombre de régimes de traitement différé (23) contiennent des clauses qui accordent aux Conseils une certaine garantie pour obtenir le remboursement des montants avancés à l'enseignant pour lui faire prendre son congé avant la dernière année. Par exemple, quatorze (14) conventions déclarent expressément que l'enseignant doit marquer son accord de rembourser le Conseil de tout paiement excédentaire qu'il aurait pu obtenir. Dans la plupart des cas, sinon dans tous, cette condition obligatoire fait partie du contrat signé entre le Conseil et le candidat. Dans deux conventions, la Section Affiliée a la responsabilité de s'assurer du remboursement de tous les montants payés à l'avance par le Conseil. Dans un cas, le Conseil et la Section Affiliée marquent leur accord de partager la responsabilité si l'enseignant ne rembourse pas. Dans d'autres conventions (2) , l'enseignant doit présenter des garanties personnelles pour avoir droit au congé et obtenir une avance sur son traitement. Dans deux autres, le Conseil ou le Comité administratif a la responsabilité d'obtenir une garantie contre le défaut de remboursement des fonds empruntés par l'enseignant. Vous trouverez ci-dessous deux procédures supplémentaires, dont une nouvelle, pour garantir le remboursement.

Middlesex - Ecoles élémentaires

Repayment Guarantee

The Branch Affiliates agree that if a teacher who is granted early leave fails for any reason to complete the service requirement, a sum of money not to exceed $5,000 in any calendar year shall be allocated to the Board from the Elementary School Educational Improvement Leave Budget on a continuing basis until 50% of the outstanding amount owed to the Board has been fully recovered.

This clause shall form a part of the formal Agreement noted in section (k) below and shall be endorsed by the Presidents and Chief Negociator of the Branch Affiliates.

Grey - Ecoles secondaires

Funding of Leaves Prior to Total Salary Deferral

6.1 Applications must first be reviewed by the executive of District #23 O.S.S.T.F. for approval of financing, in cases where the applicant proposes a year of leave prior to the Branch Affiliate Member's total salary deferral having been deposited. (e.g. leave on year 3 of a 5 for 6 proposal)

6.2 In order to provide funds to Branch Affiliate Members for the granting of leaves in a year prior to total salary deferral, each full time equivalent Branch Affiliate Member shall invest $25.00 to be deducted from each pay in the calendar year 1980.

Permanent part-time employees will invest on a pro-rata basis. All monies shall be held in a Joint Trust Fund in one or more of the Financial Institutions with which the Board deals. The signing authorities for such monies shall be two (2) Branch Affiliate Members appointed by the Executive of O.S.S.T.F., District #23 and the Board's two (2) signing authorities. This group shall form the Investment Committee and shall have the authority to approve all investments in the best interest of O.S.S.T.F. District #23, and to calculate the accrued interest on individual accounts as required. The O.S.S.T.F. District #23 signing authorities shall report annually to the annual meeting of the district. Each Branch Affiliate Member shall receive a notice in January 1981 signifying the total amount deducted from him during the calendar year 1980.

6.3 All monies deducted as described in 6.2 plus any accumulated interest, shall be repaid in December 1987. In the event that a Branch Affiliate Member leaves the employ of the Board prior to December 31, 1987, all monies deducted from such a Branch Affiliate Member plus earned interest, shall be paid within 69 days of the effective termination date of the individual contract.

Monies advanced from the Joint Trust Fund to the Board of Education for the County of Grey shall be the difference between the amount accrued in the name of an individual Branch Affiliate Member granted a self-funded leave in years 2, 3, 4, 5 and 6 and the amount required to pay the Branch Affiliate Member's salary as governed by this memorandum and the contract under this clause.

j) Réintégration

Trente-sept des 47 régimes de traitement différé contiennent une section traitant de la réintégration. Pratiquement toutes ces clauses exigent que le Conseil réintègre l'enseignant dans des fonctions similaires ou comparables dans

le système scolaire, sous réserve des clauses d'excédent et de surplus contenues dans la convention collective ou dans les directives du Conseil.

k) Crédits pour congé-maladie

Trente-cinq (35) des 47 régimes discutent des effets que les régimes de traitement différé exercent sur l'accumulation des congés-maladie. Tous déclarent que le congé-maladie ne peut être accumulé durant l'année du congé.

l) Augmentations

Vingt-sept (27) des 47 clauses discutent des augmentations de traitement. Dans quatorze (14) conventions, aucun crédit ne sera accordé pour la période durant laquelle l'enseignant est en congé; dans treize (13) cas, la période de congé est autorisée aux fins d'augmentation de traitement.

m) Ancienneté

Dix-sept (17) des 47 régimes discutent l'ancienneté. Tous ces 17 régimes précisent qu'à son retour de congé, l'enseignant aura droit à une année d'expérience aux fins d'ancienneté.

n) Gratification de retraite

Trois (3) des 47 régimes discutent le rapport entre le congé avec traitement différé pour calculer le montant de la gratification de retraite. Ces clauses sont reproduites plus bas.

Peterborough - Ecoles élémentaires et secondaires

> The year of absence does not represent a break in service so far as retirement gratuity is concerned.

Lake Superior - Ecoles secondaires

> The year of leave shall not be calculated in the determination of any retirement gratuity.

o) Retraite pour limite d'âge

Vingt-sept (27) des 47 régimes de traitement différé parlent de retraite pour limite d'âge. La clause la plus fréquente (utilisée dans 11 conventions) est reproduite ci-dessous.

> Superannuation deductions are to be continued as provided by the Teachers' Superannuation Act, which is that the percentage rate stipulated in the Act, of the salary paid to the teacher during the leave of absence is to be deducted, and upon returning to full duties, the teacher is to have the option of contributing the difference between the amount of superannuation deducted and the amount that would have been deducted had the teacher remained on staff and drawn full salary.
>
> Teachers will have the option of having full salary superannuation deducted during the course of their leave of absence.

Sept conventions contiennent également l'article suivant:

> Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission.

p) Impôts sur le revenu

Dix (10) des 47 conventions traitent des réductions dans les impôts sur le revenu. En voici quelques exemples:

North York - Ecoles élémentaires

> The amount of income tax to be deducted is dependent upon the Board receiving a ruling to the satisfaction of its solicitor from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount of income tax to be deducted may be computed on the actual salary paid to the Teacher.

Wellington - Ecoles secondaires

> Income tax shall be deducted on the actual amounts received by the teacher during each of the five years of the Plan, subject to the Income Tax regulations in effect at that time.

q) Contrat

Trente-trois (33) des 47 conventions déclarent qu'un enseignant participant à un régime de traitement différé doit conclure un contrat avec le Conseil scolaire, précisant

les conditions du régime. Les indications sur la manière de conclure un contrat officiel varient dans les détails, ainsi que les deux exemples ci-après le démontrent.

Sudbury - Ecoles élémentaires

All teachers wishing to participate in the plan shall be required to sign a formal agreement supplied by the Board before final approval before final approval for for participation shall be granted.

Comté de Prince Edouard - Ecoles secondaires

Contract

(a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.

(b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn his or her application to participate in the plan.

(c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.

(d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.

(e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.

(f) The Administering Committee will receive a copy of the contract and any amendments which may be subsequently made.

Voici quelques exemples de contrats:

Lakehead - Ecoles secondaires

MEMORANDUM OF AGREEMENT RE:

DEFERRED SALARY LEAVE PLAN

I have read the terms and conditions of The Lakehead Board of Education's Deferred Salary Leave Plan and hereby agree to enter the Plan under the following terms and conditions:

1) Enrolment Date
I wish to enroll in the Deferred Salary Leave Plan commencing

.....

2) Year of Leave
I shall take my leave of absence from The Lakehead Board of Education from .....
to .....

3) Financial Arrangements
The financing of my participation in the Deferred Salary Leave Plan shall be according to the following schedule:

....
Date Teacher's Signature

.....
Witness

Haldimand - Ecoles secondaires

MEMORANDUM OF AGREEMENT RE:

TEACHER FUNDED LEAVE PLAN

I have read the terms and conditions of The Haldimand Board of Education's Teacher Funded Leave Plan and hereby agree to enter the Plan under the following terms and conditions:

1. Enrolment Date

I wish to enroll in the Teacher Funded Leave Plan commencing

_____

2. Year of Leave

I shall take my leave of absence from The Haldimand Board of Education from _____ to _____.

3. Financial Arrangements

The financing of my participation in the Teacher Funded Leave Plan shall be according to the following schedule:

3.1 Commencing September 1, 19___ I wish to defer _____% of each of my salary payments for the next _____ years.
(i.e., September 1, 19____ to June 30, 19____ inclusive)

3.2 Annually, The Haldimand Board of Education will provide me with a statement regarding the status of my account.

3.3 In the year of the leave, the total monies accumulated as of August 31 of that year shall be paid _____

_____

3.4 The final payment shall include all interest that has accrued during the year of the leave.

_____ _____
Teacher's Present School Teacher's Signature

_____ _____
Present Assignment Witness

_____
Date

APPENDICE A

(Clauses concernant les régimes
d'encouragement à la pension anticipée)

Kenora Elementary, 1979-81

Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Wentworth County Elementary, 1980-81

RETIREMENT

1. Compulsory retirement age for teachers employed by the Wentworth County Board of Education shall be age 65.

2. When age 65 is reached within the contract year, written notice shall be given to the Board no later than February 15 of the Winter Term. Employment shall be terminated on June 30, July 31 or August 31 of that year.

EARLY RETIREMENT ALLOWANCE PLAN

3. (a) The Board shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory age of 65. The granting to a teacher of a financial incentive for early retirement will be at the discretion of the Board. Such discretion shall not be unreasonably withheld.

(b) For teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000. If retirement is taken 5 years or more prior to mandatory retirement age.

(ii) $10,000. If retirement is taken 4 years prior to mandatory retirement age.

(iii) $7,000. If retirement is taken 3 years prior to mandatory retirement age.

(iv) $5,000. If retirement is taken 2 years prior to mandatory retirement age.

(v) $3,000. If retirement is taken 1 year prior to Mandatory retirement age.

(c) Any monies payable under (b) shall be designated as a retiring allowance payable upon retirement.

(d) The member of the Branch Affiliate shall forward to the Director of Education an application for payment under the E.R.A.P., and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15th for effective separation at June 30, August 31 or December 31. This letter of resignation shall be conditional upon the teacher's acceptance into the Early Retirement Plan.

(e) The recipient agreed to defer receipt of the retirement gratuity (Article XVII) until the following calendar year.

(f) The E.R.A.P. is recognized as a cooperative solution to the current policy of declining enrolment. Its long-term viability should be reviewed after no longer than 5 years.

Kenora Secondary, 1980-81

Where it has been determined that a redundancy situation exists in which a teacher on permanent contract would not be placed in the coming year and, where internal teaching assignments can be adjusted such that the early retirement of a teacher will result in the placement of the potentially redundant teacher, the Board agrees to pay, in addition to the retirement gratuity outlined in Article 9.01, a lump sum payment equal to the difference between the salary of the retiring teacher and the teacher who would have been declared redundant.

Kirkland Lake Secondary, 1980-81

EARLY LEAVING PLAN

1. Prerequisites

Each member of the Branch Affiliate who:

(a) is presently being paid a salary at the maximum of his salary, and,

(b) has ten or more years of service credited under the Teacher's Superannuation Act, and

(c) is age 55 or greater,

may be eligible for payment(s) under the Early Retirement Incentive Plan.

2. Operation of the Plan

(a) The member of the Branch Affiliate shall forward to the Director of Education:

(i) an application for payment under the E.R.I.P.,

(ii) proof of age,

(iii) proof of service achieved under the Teachers' Superannuation Act,

(iv) a resignation in the form which complies with the terms of the standard teacher's contract and which clearly states the effective date of the resignation.

(b) The application must be received by the Director in the month of January for effective separation at June 30th, or

in the month of September for effective separation at December 31st.

(c) The Director shall tender the said application to the Board who shall in their absolute discretion accept or reject the same and notify the applicant on or before February 20th for a separation at June 30th, and on or before October 30th for a separation at December 31st.

(d) For each full year by which the date of separation predates the 65th birthdate of the member, to a maximum of four years, the Board shall pay to the member a sum of $5,000.00

(e) Payments shall be made to the member on the anniversary date of separation in each succeeding year until the full amount is paid.

Lakehead Secondary, 1980-81

EARLY RETIREMENT INCENTIVE PLAN

Purpose

The purpose of the Early Retirement Incentive Plan is to enable Secondary Teachers, during the period of declining enrolment, to retire earlier than might otherwise be possible.

The Plan will provide the Teacher with an opportunity to earn money, following retirement, which will help reduce the impact of any penalties incurred under the terms of the Superannuation Act by retiring early.

Eligibility Requirements

1. An individual must be at least 55 years of age and be eligible for an A, B, or F Pension as defined by the Teacher's Superannuation Act.
2. An individual must have a minimum of 10 years service with The Lakehead Board of Education.
3. During each year of participation in the Early Retirement Incentive Plan, the Teacher shall agree to work for the Board in an assignment mutually agreed upon by the individual and the Board for a maximum period of twenty days.
4. (a) A Teacher who plans to retire at the end of the school year and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before December 31st of the school year in which he plans to retire.

   (b) A Teacher who plans to retire at the end of December and who wishes to participate in the Plan must make application, in writing, to the Superintendent of Staff Services on or before March 1st of the previous school year.
5. Approval of individual request to participate in the Plan shall rest solely with the Board.

Conditions

1. A Teacher who is eligible for an A or B pension may participate in the Early Retirement Incentive Plan until the total years credit in the Superannuation Fund plus the total years participation in the Early Retirement Incentive Plan total 35 years or until 65, whichever is first.
2. A Teacher who is eligible for an F pension may participate in the Early Retirement Incentive Plan for a maximum of five (5) years or until age 65, whichever is first.
3. A Teacher participating in the Plan shall be paid at the rate of $250.00 per day worked, which includes vacation pay.
4. A participating Teacher and the Board shall jointly sign a contract as appended.

5. A Teacher who is eligible for an F pension and who is enrolled in the Early Retirement Incentive Plan does not forego payment of the Service Gratuity by deferring acceptance of a pension for the period of enrolment in the Plan.

   Payment of the Service Gratuity to a Teacher covered by the above clause will occur during the period of enrollment in the Early Retirement Incentive Plan and will be based on any arrangement suitable to both the Teacher and the Board.

   Payment of the Service Gratuity shall not be made until receipt of documentation regarding written confirmation of deferral from the Superannuation Commission.

Duration

1. Enrolment in the Early Retirement Incentive Plan is limited to the period from September 1, 1979 to August 31, 1984.

Lincoln County Secondary, 1980-81

.06 Early Retirement Incentives

a) The Board, when there are supernumerary teachers, shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under b) or c) will be at the discretion of the Board.

b) For teachers who are eligible for an "A" pension, the sum payable shall be:

   i $10,000. if retirement is taken in the first year of eligibility;
   ii $6,000. if retirement is taken in the second year of eligibility;
   iii $4,000. if retirement is taken in the third year of eligibility;
   iv $2,000. if retirement is taken at least one year earlier than the mandatory retirement age.

c) For teachers who are not covered in .06 b) above, but who are eligible for superannuation, the sum payable shall be:

   i $10,000. if retirement is taken at or before age 60;
   ii $6,000. if retirement is taken at age 61;
   iii $4,000. if retirement is taken at age 62;
   iv $2,000. if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

d) Any monies payable under .06 b) or c) shall not be included in the final year's salary of the recipient.

e) The basic condition of the plan shall be that it will not cost the Board any money.

f) If mutually acceptable to the Board and District 6 and in order to preserve the Retirement Incentive Plan, monies may be provided from funds levied in .05 a) and b).

Peterborough County Secondary, 1980-81

Article XIX Incentives for Early Retirement (I.E.R.)

19.01 Group Benefit Plans

A teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit Plans to which he belongs at the time of retirement until he attains the age of 65 years. The retired teacher must pay the full premium cost to maintain his participation and coverage under the group contracts.

19.02 Retirement Gratuity

A teacher wh has attained the 90 factor and who would qualify for a retirement gratuity under the provisions of Article 10.02(b) of this Agreement, shall have the gratuity to which he would be entitled at that time paid in trust into an account in that teacher's name. This money would be held in trust and paid in full with accrued interest to the teacher upon his retirement as provided by the clauses outlined in Article X.

19.03 Supplementary Payments to Early Retirees

19.03.01 Prerequisites

Each permanent contract teacher who

- is personally declared redundant to the system

or

- agrees to an early retirement under the I.E.R. plan in order to permit a teacher who has been with the Board more than one (1) year, who would otherwise be redundant, to be retained in a teaching position,

and

- is presently being paid the maximum salary of his/her category

and

- is not eligible for a 70% pension under Section 24 or Section 26 of the Teacher's Superannuation Act (1975)

and

- has ten or more years of service credited under the Teacher's Superannuation Act (1975)

and

- is 55 or older

and

- wishes to permanently retire from the teaching profession,

is eligible for payments under the Incentives for Early Retirement Plan (I.E.R.)

19.03.02 Operation of the Plan

The Teacher shall forward to the Director of Education:

- an application for payments under the I.E.R., and
- a validated statement showing that the teacher is not eligible for a 70% pension and the date on which the teacher would be eligible for a 70% pension under Sections 24 or 26 of the Teachers' Superannuation Act if applicable, where he/she to remain in the employ of the Board, and

Peterborough County Secondary, 1980-81

Article XIX Incentives for Early Retirement (I.E.R.)

19.01 Group Benefit Plans

A teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit Plans to which he belongs at the time of retirement until he attains the age of 65 years. The retired teacher must pay the full premium cost to maintain his participation and coverage under the group contracts.

19.02 Retirement Gratuity

A teacher wh has attained the 90 factor and who would qualify for a retirement gratuity under the provisions of Article 10.02(b) of this Agreement, shall have the gratuity to which he would be entitled at that time paid in trust into an account in that teacher's name. This money would be held in trust and paid in full with accrued interest to the teacher upon his retirement as provided by the clauses outlined in Article X.

19.03 Supplementary Payments to Early Retirees

19.03.01 Prerequisites

Each permanent contract teacher who

- is personally declared redundant to the system

or

- agrees to an early retirement under the I.E.R. plan in order to permit a teacher who has been with the Board more than one (1) year, who would otherwise be redundant, to be retained in a teaching position,

and

- is presently being paid the maximum salary of his/her category

and

- is not eligible for a 70% pension under Section 24 or Section 26 of the Teacher's Superannuation Act (1975)

and

- has ten or more years of service credited under the Teacher's Superannuation Act (1975)

and

- is 55 or older

and

- wishes to permanently retire from the teaching profession,

is eligible for payments under the Incentives for Early Retirement Plan (I.E.R.)

19.03.02 Operation of the Plan

The Teacher shall forward to the Director of Education:

- an application for payments under the I.E.R., and
- a validated statement showing that the teacher is not eligible for a 70% pension and the date on which the teacher would be eligible for a 70% pension under Sections 24 or 26 of the Teachers' Superannuation Act if applicable, where he/she to remain in the employ of the Board, and

- proof of age, and
- proof of service achieved under the Teachers' Superannuation Act, and
- a resignation in the form which complies with the provisions of the Standard Teachers' Contract and which clearly states the effective date of the resignation.

This letter of resignation shall be conditional upon the teacher's formal acceptance by the Board into the Early Retirement Plan.

19.03.03 Except in the case of personal redundancy the application must be received by the Director of Education on or before January 31 for effective separation at June 30

or

on or before September 15 for effective separation at December 31 following.

Where an applicant is personally redundant, he/she shall submit his/her application for I.E.R. within 5 teaching days of being officially notified of his/her redundancy.

19.03.04 The final date for determining whether an applicant will be admitted to the plan shall be May 31st, the date at which actual redundancy of any member of staff can be accurately determined. All applicants for I.E.R. shall be notified of this approval or denial within six (6) school days of that date.

19.03.05 For each full year by which the date of separation predates the date on which the teacher would become eligible for a 70% pension or reach the age of 65, whichever occurs sooner, to a maximum of four years, the Board will pay the member the sum of $5,000 from the special fund created for this purpose, as defined below. In the event of a teacher becoming eligible for a 70% pension or reaching 65 during the four years of his/her eligibility in the plan, the final payment will be pro-rated up to and including the month in which he/she would become eligible for a 70% pension or reach age 65, whichever occurs sooner.

19.03.06 Payments shall be made on January 1 of the year next following the year of separation and on each succeeding January 1, until the amount is paid. Where the total sum payable is less than $20,000, the final payment shall be adjusted accordingly.

19.04 Funding of the Plan

19.04.01 A deduction will be made on each pay cheque for each O.S.S.T.F. certificated teacher employed by this Board in capacities defined in Article 2.01 of this Agreement.

19.04.02 The deductions specified in 19.04.01 above shall be at the rate of 1/8 of 1.0% of the gross pay being made to such teachers.

19.04.03 The total amount of all such deductions shall be credited into a special account maintained by the Board entitled 'Incentives for Early Retirement Plan - In Trust.'

19.04.04 On or before the last day of each calendar month, the Board shall transfer into the special account an amount of dollars equivalent to the total of all payroll deductions credited to the same account in that month.

19.04.05 On or before the last day of each month the Board shall also transfer into the special account the proportion of provable savings (as defined in Section 19.05, hereunder) applicable to that month in accordance with the percentages stated in Article 8.01.01 of this Agreement.

19.04.06 On or before the last day of each month the Board shall transfer into the special account the interest earned in the month on the total amount at credit at the end of the preceding month less any withdrawals made in the current month. Interest shall be calculated at a rate two percentage points below the bank prime rate(s) in effect during the month.

19.05 Provable Savings

The annual amounts of provable savings (Section 19.04.05 above) shall be determined by the Director of Education at the time each individual application for I.E.R. is handled. The following general principles will be applied in making the determination:

19.05.01 in the case of a redundant teacher applying for I.E.R., there are no provable savings involved;

19.05.02 in the case of a teacher applying for I.E.R. in order that an otherwise redundant teacher may be retained, the provable savings for the first year shall be the difference in grid salary for that year between the teacher on I.E.R. and the one who is retained on staff.

19.05.03 In recognition of the fact that it will normally be impossible to clearly identify the situation after the first year, the following formula shall apply for the determination of the amount of the provable savings for those years:

Second Year)
Third Year) 90% of the provable savings
Fourth Year) for the first year

19.06 Other Regulations

19.06.01 Statements of the financial position of the special fund as at June 30 and December 31 of each year will be issued by the Superintendent of Business to the Salary Committee of the Board and to the President and to the Chief Negotiator of District 18 of O.S.S.T.F.

19.06.02 In the event that the values of the special fund should exceed $250,000 further payroll deductions from the teachers and the matching amounts from the Board (Items 19.04.02 and 19.04.04 shall be waived until such time as it is necessary to reimplement them.

19.06.03 The number of teachers who are granted the rights under this plan shall be a maximum of five each year.

19.06.04 In the event that not all applicants may be granted I.E.R. in any school year, any member who is personally redundant to the system shall have first priority. In the case of teachers who are not personally redundant, the oldest teachers, in terms of age, shall be selected.

19.07 Termination of the Plan

19.07.01 In the event that the teachers and Board agrees that the fund is no longer needed, it will be dispersed 50% to the Board and 50% to the teachers on staff at that time.

19.07.02 In the event that the I.E.R. plan is terminated at sometime in the future, it is hereby understood and agreed that all the contributions called for in the clauses 19.04.01 to 19.04.06 inclusive will continue until such time as the monies in the Special Fund are sufficient to provide for all payments to teachers then outstanding in accordance with clauses 19.03.05 and 19.03.06.

Renfrew County Secondary, 1980-81

ARTICLE XXIX - EARLY RETIREMENT INCENTIVE

29.01 Purpose of the Plan

(a) The purpose of the plan is to relieve redundancy pressures within the secondary school system by generating vacancies which can be filled by redundant teachers.

(b) A further purpose of the plan is to help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers without infringing the seniority rights of more established teachers in the County.

(c) Teachers who qualify for this plan, and who wish to participate, may declare themselves available for the special early retirement pool. Subject to the conditions of this Article, these teachers will be the first to be let go, after exhaustion of the special retraining pool, in the event of redundancy.

29.02 Eligibility

(a) To be eligible, applicants must be eligible for a pension other than disability or survivor pension from the Teachers' Superannuation Commission.

(b) The pension the applicant is eligible for, must be subject to an actuarial reduction or must be less than a 70% pension.

(c) The applicant must have at least six (6) years of experience with the Board.

(d) The applicant must be at the top of his/her salary category.

(e) The applicant must not be threatened by redundancy within the period payments would be made under the plan if the application is accepted.

29.03 Applications

(a) A teacher wishint to participate in the plan must apply to the Redundancy Review Committee (RRC) before January 31st preceding the school year in which he hopes to retire.

(b) The applicant teacher shall indicate at this time, the type of pension he is eligible for, the percentage amount of the pension, and his age.

29.04 Conditions for Acceptance

(a) Teachers accepted for the plan must neet the conditions set out in Clause 29.02.

(b) The Board will accept all applications judged bona fide by the ERC, unless the number of applicants for the plan exceeds the number of projected redundancies for the next coming fall (after taking into account of applicants accepted for retraining under Article XXVII or Article XXVIII.

(c) Where applications exceed projected redundancies (after taking account of applicants accepted for retraining) acceptance of additional applicants into the plan shall be at Board discretion.

(d) Entry into the plan will be determined by whether the applicant will be receiving an actuarially reduced pension or a pension of less than 70% with preference being given to applicants who will be receiving actuarially reduced pensions. Where more than one applicnat will be receiving one of the specified pension types entry will be in order of decreasing seniority. Where seniority is equal, entry will be determined by standing on the seniority list.

29.05 Working of the Plan

(a) After the closing date for applications to the plan, the RRC will place the names of all applicants into an early retirement pool for matching with teachers threatened with redundancy.

(b) (i) Redundant teachers are matched in order of seniority with teachers drawn from the early retirement pool until either the supply of redundant teachers (teachers matched under the retraining plan of Articles XXVII and XXVIII are not included) or the supply of teachers in the early retirement pool has been exhausted.

(ii) Teachers left in the early retirement pool after all matching has been done as in Clause 29.05 (b)(i) above may be accepted by Board decision as participating in the plan.

(iii) In the event that there are applicants for early retirement in a year in which no permanent contract teacher is redundant, the Board may choose to offer them a sum recommended as reasonable by the RRC.

(c) Payments under the plan will be made until August of the school year in which one or more of the following conditions are met:

(i) the participating teacher reaches age 65;

(ii) payments under the plan have been received by the participating teacher for five (5) school years;

(iii) the length of time under the plan is such that the participating teacher would have been eligible for a non-reduced 70% pension if he had continued teaching during that period of time.

(d) (i) The average pooled savings to the Board for the period during which applicants chosen in accordance with Clause 29.05 (b) and 29.05 (d)(iii) receive payments under the plan will be calculated by the RRC. These savings are

derived by dividing the sum of the differences between the aggregate salaries of the applicants chosen receiving payment in that year and the projected redundancies in that year saved by the applicants participating in that year by the sum of the number of applicants chosen who will receive payments in each of the first through fifth years.

(ii) First year cost savings will be calculated by comparing the salary difference between teachers in the early retirement Pool other than Principals and Vice-Principals and teachers expected to be redundant in the manner of Clause 29.05 (b)(i). Cost sav-ings in subsequent years (up to year five) will be calculated in the same way, except that account will be now taken of the additional projected redundancies in that year. Thus the same teachers in the redundancy pool will be matched with a different (more senior) set of redundant teachers in each subsequent year. In the case of Principals or Vice-Principals participating in the plan the comparison will be with the minimum of the appropriate grid in year one and in each subsequent year the comparison will advance up the grid by one step.

(iii) In the second and subsequent years of the plan, teachers already accepted in the plan and still receiving payments under the plan will be considered to be matched with the most senior redundant teachers of that year, so that new applicants for early retirement will be matched with the most senior of the remaining redundant teachers.

(iv) At any time following the first year there will be two groups involved in early retirement; those already receiving payments under the plan, the other in the first year of this program. The two groups are treated as separate for calculation purposes.

(e) Where, as a result of last minute withdrawals, Board savings fall outside the range of 6% - 14% of the difference in aggregate pooled salaries as calculated above, the early retirement incentive payment will be recalculated and re-offered to those who indicate continued interest in the plan. The normal initial offer to applicants will represent 90% of projected savings to the Board over the years the applicants will receive payment.

(f) (i) Applicants who accept the financial offer made by the RRC and who submit with their acceptance a letter of resignation, will sign a contract with the Board containing the details of early retirement upon which the grant will be as conditioned.

(ii) When the early retirement grant must be recalculated as in Clause 29.05 (e), applicants will be so notified. They will be asked if they wish to continue the plan at the changed figure. If they do not wish to continue, the RRC will return to them their letter of resignation.

(iii) No resignation tendered under this plan will be accepted or take effect until all affected applicants have signified their assent and acceptance. After this time, no resignation may be withdrawn.

(g) Acceptance of the grant must be indicated by registered letter within seven (7) days of receipt of the Committee's offer.

(h) Acceptance of the terms and conditions of the grant shall be deemed a waiver of further seniority rights, or of rights originating in the redundancy provisions (Article XXV and Article XXVI) of this agreement.

29.06 Evidence of Pension

Participants accepted in the plan must provide proof to the RRC of having applied for and been accepted for a pension by the Teachers' Superannuation Commission before the first grant payment will be made.

29.07 Payment

(a) The grant shall be payable in two equal installments for each year of eligibility. The installments shall be issued on the first pay date in September and January for each year of eligibility.

(b) The teacher receiving the grant may cause the September payment to be deferred to the January following, provided such notice is given in sufficient time for the Board to halt the payment.

(c) In the event of the death of the participating teacher, payments will be made to the estate of the teacher for the period the teacher would have been eligible if said teacher had not died.

29.08 Withdrawal from the Plan

Applicants may withdraw from the plan without penalty, and they will not be considered to have irrevocably resigned until they sign the contract agreement as in Clause 29.05 (f). After signing the contract, applicants will be considered to be participants in the plan, and to have resigned effective August 31st.

29.09 Recalculation

(a) Where a Principal or Vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal is filled by a secondary teacher, other than a Vice-Principal or Principal, in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accepted under Clause 29.05 (f) shall be recalculated in accordance with Clause 29.09 (d).

(b) Where a Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal is filled by a secondary Vice-Principal in the employ of the Board at the time of the acceptance of the early retirement incentive payment and the resultant Vice-Principal vacancy is filled by a secondary teacher in the employ of the Board at the time of the acceptance of the early retirement incentive payment, the early retirement incentive payment offered and accpeted under Clause 29.05 (f) shall be recalculated in accordance with Clause 29.09 (d).

(c) For the purposes of Clauses 29.09 (a) and (b), where a Principal or Vice-Principal vacancy created by acceptance of an offer of an early retirement incentive payment by a Principal or Vice-Principal is filled by transferring a secondary Principal or Secondary Vice-Principal, any vacancy created by the transfer shall be deemed to be the vacancy created by the acceptance of the early retirement incentive payment.

(d) The early retirement incentive payment shall be recalculated to determine the actual savings to the Board resulting from such internal promotions. The additional savings, if any, shall be divided by the number of early retirement incentive payments accepted that year. Ninety percent (90%) of the foregoing amount shall be added to the early retirement incentive payments accepted by teachers in that year.

Sault Ste. Marie Secondary, 1980-82

Early Retirement Incentive

The Board will pay a financial incentive to teachers who elect to retire on Superannuation prior to reaching the age of 65 years. The amount of such incentive shall be 5% of annual salary per year to a maximum of 25% of salary for five or more years' early retirement. This article will be active only during a time of projected teacher redundancy and may not exceed the number of redundant teachers in any one year.

The teacher shall apply for early retirement incentive to the Superintendent of Personnel by January 15th of the school year in which early retirement is anticipated, or by August 31st when retirement is anticipated at the end of Semester 1. The letter of application shall contain a resignation from contract upon condition that the early retirement incentive is approved. The Board will notify the teacher of its decision by May 1st.

The payment of funds shall be paid into an R.R.S.P.

Wentworth County Secondary, 1980-82

RETIREMENT

1. Compulsory retirement age for teachers employed by the Wentworth County Board of Education shall be age 65.

2. When age 65 is reached within the Agreement period, as defined in Article 4.01, a written notice shall be given to the Board no later than February 15 preceding the date of retirement. Employment shall be terminated on June 30, July 31, or August 31 of that year at the discretion of the teacher.

EARLY RETIREMENT ALLOWANCE

3. a) The Board shall provide a retiring allowance to teachers who retire earlier than the mandatory retirement age of 65. The granting to a teacher of a retiring allowance will be at the discretion of the Board. Such discretionary consideration shall not be unreasonably withheld.

b) For teachers who are eligible for a pension, the sum payable shall be:

(i) $12,000 if retirement is taken 5 years or more prior to mandatory retirement age.
(ii) 10,000 if retirement is taken 4 years prior to mandatory retirement age.
(iii) 7,000 if retirement is taken 3 years prior to mandatory retirement age.
(iv) 5,000 if retirement is taken 2 years prior to mandatory retirement age.
(v) 3,000 if retirement is taken 1 year prior to mandatory retirement age.

c) Any monies payable under (b) shall be designated as a retiring allowance payable on retirement.

d) The member of the Branch Affiliate shall forward to the Director of Education an application for payment under the E.R.P. and a resignation letter which clearly states the effective date of resignation. This application must be received by the Director by January 15 for effective separation at June 30 or August 31 or December 31 (or end of first semester of the following year in a semestered school). This letter of resignation shall be conditional upon the teacher's acceptance into the Early Retirement Plan.

e) The recipient agrees to defer receipt of the retirement gratuity (Article 17.01) until the following calendar year.

f) The E.R.P. is recognized as a cooperative solution to a current problem of declining enrolment. Its long-term viability should be reviewed after no longer than five years.

Windsor Secondary, 1980-81

(a) The Board shall provide a plan to give financial incentives to teachers to retire earlier than the mandatory retiring age of 65. The granting to a teacher of a financial incentive for early retirement under (b) or (c) will be at the discretion of the Board.

(b) For teachers who are eligible for a full pension, the sum payable shall be:

(i) $10,000 if retirement is taken in the first year of eligibility.

(ii) $6,000 if retirement is taken in the second year of eligibility.

(iii) $4,000 if retirement is taken in the third year of eligibility.

(iv) $2,000 if retirement is taken at least one year earlier than the mandatory retirement age.

(c) For teachers who are not covered in [b] above, the sum payable shall be;

(i) $10,000 if retirement is taken at or before age 60.

(ii) $6,000 if retirement is taken at age 61.

(iii) $4,000 if retirement is taken at age 62.

(iv) $2,000 if retirement is taken at age 63 or at least one year earlier than the mandatory retirement age.

(d) Any monies payable under [b] or [c] shall be included in the final year's salary of the recipient.

(e) The basic conditions of the plan shall be that it will not cost the Board any money, other than the savings that may result from retaining teachers with lower salaries.

(f) If mutually acceptable to the Board and District 1, and in order to preserve the Retirement Incentive Plan, monies may be provided from funds levied in 15.03(a) and (b).

APPENDICE B

(Clauses concernant les régimes de traitement différés)

Cochrane-Iroquois Falls, Elementary 1980-82

DEFERRED SALARY-LEAVE PLAN

22.01 Description

The Deferred Salary-Leave Plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence and, through deferral of salary, finance the leave.

22.02 Qualifications

Any Teaching having three (3) years' seniority with the Board is eligible to participate in the Plan.

22.03 Application

3.1 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the Plan.

3.2 Written acceptance or denial of the Teacher's request, with explanation, will be forwarded to the Teacher by May 1st in the school year the original request is made.

3.3 Approval of individual requests to participate in the Plan shall rest solely with the Board.

22.04 Payment Formula and Leave of Absence

The payment of salary, fringe benefits, and the timing of the one year leave of absence shall be as follows:

4.1 a) In each year of the Plan, preceding the year of the leave, a Teacher will be paid a reduced percentage of his proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the year of leave.

b) The deferred salary shall be deposited in individual trust accounts to be administered by the Board in consultation with the Teacher. These trust accounts shall be established in certified Canadian Banks in Iroquois Falls only and restricted to savings accounts and/or term deposits.

Deposits shall be made on pay dates as defined in Article 13.01.

4.2 a) While a Teacher is enrolled in the Plan and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had he not been enrolled in the Plan.

b) A Teacher's fringe benefits will be maintained by the Board during his leave of absence; however, the premium costs of all fringe benefits shall be paid by the Teacher during the year of the leave.

c) While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he not been enrolled in the Plan.

22.05 Terms of Reference

5.1 On return from leave, a Teacher will be assigned to his same position (including position of responsibility) or, if due to declining or changing enrolment patterns said position no longer exists, the employee will be governed by the appropriate terms of this Collective Agreement.

5.2 Sick leave credits will not accumulate during the year spent on leave.

5.3 a) Teachers declared surplus must withdraw from the Plan.

b) In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

5.4 Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission.

5.5 a) A Teacher may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per 5.3 b).

b) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or receive payment as per 5.3 b).

c) Should 5.5 b) result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 4.1 b)) until the leave of absence is granted.

5.6 Should a Teacher die while participating in the Plan, any monies accumulated plus interest accrued (see 4.1 b)) at the time of death will be paid to the Teacher's estate.

5.7 All Teachers wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

Borough of East York Elementary, 1979-81

SPECIAL LEAVE OF ABSENCE - FOUR OVER FIVE PLAN

During the period of projected surplus and for the purpose of reducing the number of Surplus Teachers in the Board, the following clauses shall be implemented.

A Teacher may be granted a special leave of absence without stated purpose on the following conditons:

(a) to be eligible to participate in the plan, the Teacher must have a credit of at least 5 years with the Board for seniority purposes;

(b) the Teacher must make written application to participate in the plan on or before May 1;

(c) the Teacher will be notified as soon as possible whether the Teacher has been accepted in the plan.

The Teacher shall enter into an agreement (Appendix A) with the Board to comply with the following conditions:

(a) the Teacher shall agree to remain under Contract with the Board for a minimum of 5 years including the leave year;

(b) the Teacher shall be paid 80% of the Teacher's Total Salary in each of the 5 years of the plan;

(c) the Teacher shall agree to forego 20% of the Teacher's Total Salary for each of the 4 years of the agreement during which the Teacher is not on leave of absence;

(d) during the 5 years of the plan, the Teacher shall continue to participate in all the employee benefits as provided for in the Agreement. Any income related benefits shall be based on the salary actually paid.

Prior to the leave occurring but not after January 1 of the year in which the leave is to commence, the 5 year agreement may be terminated at the request of the Teacher on the terms of restitution specified in the agreement signed by the parties. The Board may delay such leave only by giving notice prior to January 1 of the year in which the leave is to commence if the Teacher is indispensable to the program needs of the school in the next school year. Each case, however, shall be considered individually by the Board, and the Board shall take into consideration any circumstances beyond the control of the Teacher. In the event that the Teacher dies prior to the termination of the agreement, all monies accumulated shall be paid to the Teacher's estate.

The leave of absence shall take place in the third, fourth or fifth year of the 5 year agreement as specified by the Teacher in the Teacher's application.

The Teacher shall agree to repay to the Board any overpayment which has occurred because the Teacher's employment with the Board has ceased after the leave, prior to the expiration of the 5 year period.

During the leave, the Teacher shall be paid 80% of the Total Salary to which the Teacher would be entitled had the leave not been granted.

The maximum number of leaves granted under this Article which may be taken in any school year shall not exceed 3% of the elementary teaching staff in the Board. However, the Board may grant such leave even if a surplus is not projected in the Board of the year in which the leave is to take place.

On return from the leave the Teacher shall be reinstated to a position which is at least equivalent to that held at the commencement of the leave, subject to the surplus procedures.

The amount of income tax to be deducted is dependent upon the Board receiving a ruling to the satisfaction of its solicitor from Revenue Canada that the income deferral scheme contemplated hereby is not unlawful and is acceptable to Revenue Canada and that the amount on the actual salary paid to the Teacher.

APPENDIX A

FORM OF AGREEMENT FOR
LEAVES OF ABSENCE WITH PAY - FOUR OVER FIVE PLAN

This Agreement made in duplicate this day of , 19 ,

BETWEEN:

THE BOARD
(hereinafter referred to as the "Board")

- and -

of
(hereinafter referred to as the "Teacher)

WHEREAS, pursuant to the Collective Agreement dated the 19 , between the Board and the Teacher's branch affiliate containing provisions under the heading "Special Leaves of Absence - Four Over Five Plan" (Article 25) which are to be implemented for a period of projected teacher surplus, a permanent Teacher who has completed a minimum of five years service in the employ of the Board for seniority purposes may apply prior to May 1, in any year for a paid leave of absence for one year without stated purpose during the 3rd, 4th or 5th year of a 5 year period, provided the Teacher enters into an agreement to comply with conditions set out in the Collective Agreement.

AND WHEREAS the Teacher has applied for such leave on the conditions set out in this agreement and the Board has agreed to grant the leave as hereinafter set out.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS herein contained,

The Board and the Teacher covenant and agree as follows:

1. During the 5 years from September 1, 19 to August 31, 19 , the Teacher will work for the Board for 5 years (hereinafter referred to as "the work period") at 80% of the salary to which the Teacher would otherwise be entitled but the Board shall pay 100% of the cost of the Board's share of the Teacher's insured employee benefits and the Teacher shall have a one year leave of absence (hereinafter referred to as "the leave period") with pay at 80% of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave and 100% of the Board's share of the cost of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave.

2. The leave period shall commence September 1, 19 and end August 31, 19 , subject to the provision for termination and other provisions herein.

3. The Teacher agrees to remain as a Teacher in the employ of the Board for the 4 years during which the Teacher is not on the leave of absence.

4. The Board agrees:

(a) to pay to the Teacher 80% of the salary to which, but for this agreement, the Teacher would be entitled in each of the 4 years of the work period,

(b) to pay 100% of the Board's share of the cost of the Teacher's insured employee benefits to which the Teacher is entitled to pursuant to the collective agreement in each of the 4 years of the work period, and

4. (c) to pay to the Teacher during the leave period 80% of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave and to pay 100% of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on leave.

5. The Teacher agrees to the reduced salary referred to in paragraph 4(a) above in view of the payment of 80% of salary and 100% of insured employee benefits referred to in paragraph 4(c) above during the leave period.

6. Payments to the Teacher during the leave period shall become due and be paid on the Board's regular payroll dates.

7. The Board and the Teacher agree that

(a) the Board shall make the appropriate payroll deductions from the 80% payable to the Teacher for the Teacher's share of the cost of insured employee benefits and shall make deductions for income tax purposes and other purposes as are required by law, and

(b) shall make other deductions consistent with those made for other teachers who are not on leave if requested to do so by the Teacher.

8. The leave period may be postponed, for one year only, by the Board on notice in writing to the Teacher given prior to January 1 of the year in which the leave is to commence but only if the Teacher is indispensable to the program needs of the school in the next school year. If the leave period is postponed from the fifth to a sixth year, payment of salary and employee benefits in the fifth year shall be made at the rate of 100% of the grid salary and 100% of the Board's share of employee benefits during the fifth year and payment for the sixth year shall be on the basis of 80% of the grid salary and 100% of the Board's share of employee benefits for the leave period.

9. This agreement may be terminated by the Teacher by giving notice in writing to the Board prior to January 1 of the year in which the leave period is to commence.

10. The Teacher shall repay to the Board the amount of any overpayment which results on account of the Teacher ceasing to work for the Board without completing the work period except:

(a) if during the work period the Teacher is absent from work without pay for a temporary period due to illness or other circumstances beyond the Teacher's control, the Teacher may agree, as an alternative to repayment, to extend this agreement for a period of time equivalent to the period of absence on leave without pay; and

(b) if the Teacher dies or becomes permanently disabled the obligation of the Teacher to repay any overpayment shall cease.

11. The amount of overpayment, if any, to be paid by the Teacher to the Board under paragraph 10 above shall be calculated as follows:

(a) in the case of a Teacher who voluntarily terminates his employment with the Board the percentage received by the Teacher while on the leave period (to the date of ceasing his employment with the Board) multiplied by the Total Salary for the year in which the agreement is terminated less the sum of the percentage amounts in each year of the work period by which Teacher's salary has been reduced pursuant to paragraph 4 multiplied by the Total Salary for the year in which the agreement is terminated.

(b) in the case of a Teacher who does not voluntarily terminate his employment with the Board, the percentage received by the Teacher while on the leave period (to the date of ceasing his employment with the Board) multiplied by the Total Salary for the year in which the leave period commenced less the sum of the percentage amounts in each year of the work period by which the Teacher's salary has been reduced pursuant to paragraph 4 multiplied by the Total Salary for the year in which the leave period commenced.

12. In the event this agreement is terminated by the Teacher pursuant to paragraph 9, or for any reason beyond the Teacher's control, except permanent disability, the Board shall pay to the Teacher, or to the Teacher's estate, any underpayment which has occurred.

13. The amount of underpayment, if any, to be paid by the Board to the Teacher shall be calculated in the following manner:

The sum of the percentage amounts by which the Teacher's salary has been reduced in each year during the work period pursuant to paragraph 4 multiplied by the Total Annual Salary to which the Teacher is entitled as of the date of the termination of this agreement less any amounts which have been paid during the leave period.

14. The amounts referred to in paragraphs 12 and 13 shall be paid by the Board to the Teacher forthwith, except

if the Teacher terminates the agreement pursuant to paragraph 9, prior to December 1, in the year prior to which the leave would have commenced the Board shall pay to the Teacher the amount of the underpayment in two equal amounts. The first payment shall become due and payable on December 31 of the year prior to which the leave would have commenced, and the second payment shall become due and payable on March 31 of the year in which the leave would have commenced.

15. If this agreement is terminated due to permanent disability the Board shall pay to the Teacher the sum of the percentage amounts by which the Teacher's salary has been reduced in each year during the work period pursuant to paragraph 4 in the same manner as in clause 6 for one year, at the grid salary at the date of each payment, commencing with the first payroll date after this agreement is terminated.

16. No interest shall be payable by the Board or the Teacher on monies payable by either of them under this agreement and this agreement shall not be construed as a contract of employment for a term certain.

17. The period of the leave of absence under this agreement shall not interrupt the continuity of the Teacher's service with the Board and shall constitute Teaching Experience for salary and seniority purposes.

IN WITNESS WHEREOF the Board has caused to be affixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Teacher has executed this agreement this day of , 19 .

THE BOARD OF EDUCATION FOR

Authorized by the Board
by its adoption of Report
No. of the
Committee the day
of 19 .

_____
Chairman

_____
Director

_____
Teacher

Lennox and Addington County Elementary, 1979-81

X OVER Y PLAN

30.01 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowance. In return the Board agrees to grant the participating teacher a leave with pay.

30.02 Eligibility

Any permanent contract teacher with the Board is eligible to participate in this plan.

30.03 Applications

(a) A teacher wishing to participate in this plan must submit a written application to the superintendent on the Administering Committee not later than the January 7th preceding the school year in which the teacher wishes to enter the plan.

(b) The application must describe the individual scheme as to number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.

(c) Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of his or her individual scheme or a written explanation of the reasons for the rejection of his or her individual scheme.

(d) Dates for applications, acceptance or rejection of applications or execution of contract with the Board contained in this Article maybe waived by mutual agreement of the Administering Committee and the Board provided doing so does not affect redundancy to the detriment of the Board and provided the contract is executed in time to permit implementation of the individual scheme with the first pay in the first school year to which the individual scheme is applicable.

30.04 Conditions for Acceptance

(a) No individual scheme will be recommended for acceptance if as a result more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.

(b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.

(c) No individual scheme will be recommended for acceptance if the amount by which the regular pay will be reduced for the non-leave portion of the individual scheme following the termination date of the leave is not expressed as dollar amounts.

(d) No individual scheme will be recommended for acceptance if the Administering Committee is of the opinion that the teacher is likely to be redundant before completion of the individual scheme.

30.04 (e) No individual scheme will be recommended for acceptance if the individual scheme does not commence on September 1st of one year and terminate on August 31st of a subsequent year. Normally, an individual scheme shall be between two (2) and five (5) years in duration.

(f) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

30.05 Contract

(a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.

(b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn his or her application to participate in the plan.

(c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.

(d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.

(e) The contract may be amended from time to time by mutual agreement with respect either to the length of the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.

(f) The Administering Committee will receive a copy of contract and any amendments which may be subsequently made.

30.06 Leave

(a) Leaves granted under this plan shall normally commence on September 1st of one year and end on August 31st of the following year.

(b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.

(c) During a leave granted under this plan fringe benefits other than Long Term Disability will be maintained by the Board provided the teacher fully pays the premiums.

(d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

30.07 Return from Leave

(a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan shall be returned to a position (including position of responsibility) within the system similar to the one in which he/she worked immediately prior to the commencement of the leave.

(b) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

30.08 Payment

(a) During non-leave portions of the individual scheme, the participating teacher shall be paid his or her normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.

(b) During the non-leave portions of the individual scheme which precede the commencement of the leave, the amount by which the participating teacher's normal grid salary and allowance are reduced (i.e., the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company or other financial institution where funds held in trust may be placed chosen by the Branch Affiliates and interest earned thereby shall accrue to the benefit of the trust.

(c) During the non-leave portions of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be paid to the account of the Administering Committee and used to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest.

(d) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum, if any, accumulated in the trust including accrued interest thereon plus such additional amount as may be borrowed and repaid by the amount by which the participating teacher's normal grid salary and allowances are reduced during the non-leave portions of the individual scheme which follow the termination of the leave.

(e) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article 15.

(f) During the leave portion of the individual scheme, the participating teacher's cheque will be either mailed to such address or addresses requested by the teacher or deposited to an account of the participating teacher with a branch of a chartered Bank in Lennox and Addington County

30.09 Withdrawal, Redundancy and Death

(a) A participating teacher may not withdraw from the plan on or after March 15th of the year in which his or her leave is to commence.

(b) A participating teacher may withdraw from the plan at any time prior to March 15th of the year in which his or her leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.

(c) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.

(d) A participating teacher who withdraws from the plan under the circumstances of (b) or (c) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.

30.09 (e) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the superintendent on the Administering Committee.

(f) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.

(g) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the superintendent on the Administering Committee.

30.10 Deferral of Leave

(a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.

(b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.

(c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the teacher shall be deemed to have withdrawn from the plan.

(d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

30.11 Administering Committee

(a) This plan shall be administered by a committee consisting of:

1 representative of F.W.T.A.O.
1 representative of O.P.S.M.T.F.
1 superintendent
2 Board Members

(b) (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.

(ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to 30.04, any other factors it considers relevant.

30.11 (iii) The recommendations of the Administering Committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.

(c) Throughout a teacher's participation in the plan, the control of the trust established by 30.08 (b) shall be vested solely in the Administering Committee on behalf of the participant.

(d) (i) The Administering Committee shall be responsible for arranging for the borrowing of funds where such is required by 30.08 (d).

(ii) Where the Administering Committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating teacher and the cost of this insurance shall be included in the cost of the borrowed funds.

(e) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in 30.08 (d).

(f) The Administering Committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Superannuation Act and the Income Tax Act.

(g) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

Middlesex County Elementary, 1980-81

FOUR YEARS OVER FIVE PLAN

(a) Description

The Four Years Over Five Plan allows a teacher to teach four years over a five year period, with one year's leave of absence, by her/his accepting 80% of her/his proper grid salary and responsibility allowances in each of the five years.

This plan is instituted for the sole purpose of helping to relieve the Board from the necessity of declaring teachers surplus or redundant and/or terminating the Contracts of permanent teachers.

(b) Eligibility

An elementary school teacher is eligible to participate in the plan if the individual

(i) holds a Permanent Teacher's Contract with the Board;

(ii) has a minimum of three years of full-time service with the Board at the time of application; and

(iii) is currently employed as a full-time staff member.

(c) Review Committee

A Review Committee consisting of three Trustees, a Board administrator who shall be a non-voting member except in the case of a tie vote, and three representatives of the Branch Affiliates shall be responsible for

(i) assessing and ruling on early leave applications, and subsequent recommendations to the Board for granting of leaves;

(ii) considering appeals for the return of non-refunded accumulated interest in cases of withdrawal from the plan and making subsequent recommendations to the Board;

(iii) reviewing and assessing the operation of the plan from time to time; and

(iv) reviewing from time to time the investment procedures relative to the monies retained by the Board, including the method of calculating interest applicable to withdrawals, (in consultation with the Board's Superintendent of Business).

The Review Committee shall make a recommendation through the Personnel-Academic Committee to the Board prior to December 31, 1982 on the possible extension of the plan beyond August 31, 1987.

(d) Application

(i) A teacher shall make written application to the Assistant Director of Education on or before February 15, requesting permission to participate in the plan and indicating the year he wishes to take the leave.

(ii) Written acceptance, or denial with explanation, of the request, will be forwarded to the applicant normally by April 1 of the school year in which the request is made.

(iii) In the first year of the plan, written applications will be received until July 15, 1980, with notice of acceptance or denial of the teacher's request to be given by September 15, 1980.

(iv) Applications will be received until February 15, 1982. Subsequent applications will be entertained only if the Board approves an extension of the plan.

(e) Payment Formula

The payment of salary and fringe benefits shall be as follows.

(i) 1. In all five years of the plan, a teacher will be paid 80% of his proper grid salary and responsibility allowances.

2. The remaining 20% shall be retained by the Board to help finance the leave of absence. The Board shall also retain the interest earned by these monies to help finance the leave of absence except as noted in section (j).

(ii) The calculation of interest under this plan, when required, shall be done in accordance with the average rates for non-chequing savings accounts received by the Board over the period of investment.

(iii) Teachers participating in the plan shall receive full fringe benefits according to the Agreement in effect during each of the five years of the plan. During this time, any benefits tied to salary level shall be structured according to the actual salary paid.

(f) Repayment Guarantee

The Branch Affiliates agree that if a teacher who is granted early leave fails for any reason to complete the service requirement, a sum of money not to exceed $5,000 in any calendar year shall be allocated to the Board from the Elementary School Educational Improvement Leave Budget on a continuing basis until 50% of the outstanding amount owed to the Board has been fully recovered.

This clause shall form a part of the formal Agreement noted in section (k) below and shall be endorsed by the Presidents and Chief Negotiator of the Branch Affiliates.

(g) Leave Conditions

(i) The leave of absence will normally be taken in the fourth or fifth year of the plan. Any requested change in the originally approved year of leave must be submitted through the Assistant Director of Education to the Review Committee.

(ii) In the event that a teacher in the elementary panel is going to be declared surplus or redundant, the Board shall offer the opportunity to all teachers in the plan to take an earlier than normal leave (subject to item (iii) belos) in order to prevent the surplus or redundant declaration.

(iii) The Review Committee shall assess each early leave request, and if applicable, shall make a recommendation(s) for the granting of a leave(s) to the Board. Although the Board has the ultimate authority to grant or withhold a leave, the recommendation of acceptance or denial of any teacher's leave request shall rest with this Committee. It shall also be the responsibility of this Committee to communicate to the applicant the reason(s) for the denial of the request for leave.

(h) Position on Completion of the Leave

On return from the year's leave, a teacher will normally be assigned to his same position (including any position of responsibility), except in the case of

(i) an accepted promotion;

(ii) a requested and accepted transfer;

(iii) a requested and accepted exchange;

(iv) the implementation of item #8 of the Permanent Teacher's Contract, under procedures that would normally be followed.

(v) elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the teacher will be governed by the surplus and redundant Article of the Agreement in effect.

(i) Experience, Sick Leave and Superannuation

(i) For purposes of seniority only, the leave year will count as a year of teaching experience. The leave year will not count as an incremental year for salary purposes.

(ii) The taking of a leave under this plan shall not be considered as an interruption in service.

(iii) Sick leave credits shall not accumulate during the year spent on leave.

(iv) Superannuation deductions are to be continued during the leave of absence as provided by the Teachers' Superannuation Act.**

** NOTE: The Act gives the teacher the option of contributing the difference between the amount of superannuation deducted and the amount tht would have been deducted had that teacher remained on staff and drawn full salary.

(j) Leave not Taken

(i) A teacher may withdraw from the plan at any time prior to taking the leave of absence. The participant will be eligible for refund of deposits and 50% of the accumulated interest except as noted in section (j) (iii).

(ii) Upon withdrawal, any monies withheld, excluding accumulated interest, shall be repaid to the teacher within sixty (60) days of notification of a desire to leave the plan.

(iii) An applicant who withdraws from the plan may appeal to the Review Committee for a full refund of the accumulated interest. The application shall be made in writing, through the Assistant Director, giving the reasons for the appeal. The application shall be considered by the Review Committee which has the power to recommend to the Board that the remaining 50% of the accumulated interest be retained by the Board or refunded to the applicant.

(iv) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal.

(v) Should deferral result in a leave of absence being past the fifth year of membership in the plan, the applicant shall receive full salary each year until the leave is granted. Any monies accumulated by the end of the fourth year of the plan will continue to accumulate interest until the leave of absence is taken. The additional interest shall be paid to the teacher when she/he starts the leave.

(vi) Should a teacher die while participating in the plan, any monies accumulated, plus interest earned until the time of death shall be paid to the teacher's estate.

(k) Formal Agreement

All teachers wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

Wentworth County Elementary, 1980-81

TEACHER FUNDED LEAVE PLAN

1. The Teacher must make written application requesting permission to participate in the Plan, to the Superintendent of Operations on or before January 31. The application shall indicate the school year in which the leave shall be taken and the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.
2. Written decision on the teacher's request, with explanation, will be forwarded to the teacher by April 1st in the school year the request is made. The permission of the Director shall not be reasonably withheld.
3. The salary held back by the Board shall be placed in irrevocable trust in the Wentworth Educational Credit Union Limited in the teacher's name.
4. The Board shall pay the fringe benefit contributions as required by Article 15 on behalf of the teacher during the year of the leave.
5. Superannuation deductions are to be continued as provided by the Teachers' Superannuation Act, which is that the percentage rate stipulated in the Act, of the salary paid to the teacher during the leave of absence is to be deducted, and upon returning to full duties, the teacher is to have the option of contributing the difference between the amount of superannuation deducted and the amount that would have been deducted had the teacher remained on staff and drawn full salary
6. While a teacher is on leave, no sick leave time shall accumulate, but when the teacher returns to the Board from the leave, he shall be credited with the same number of accumulated sick leave days that he had before going on the leave.
7. On return from leave a teacher will be assigned to his same or comparable position (including a position of responsibility).
8. The leave shall be treated as a year's teaching for seniority purposes with the Board.
9. A teacher shall be eligible upon return to duty for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
10. A teacher may withdraw from the Plan any time prior to taking his leave of absence.
11. If a teacher decides not to return to the Board following the leave, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.
12. A teacher must confirm the leave request prior to March 15 of the year in which the leave is to occur. Failure to so notify the Board will commit the teacher to the provisions of this Leave Plan.

Grey Secondary, 1979-80

16.08 Deferred Salary Leave Plan

NEW

1. Description

The Deferred Salary Leave Plan has been developed to afford a Branch Affiliate Member the opportunity of taking a one year leave of absence, and through deferral of salary, to finance the leave.

2. Qualifications

Any Branch Affiliate Member having three years seniority with the Board is eligible to participate in the Plan.

3. Application

3.1 A Branch Affiliate Member must make written application to the Director on or before January 31 requesting permission to participate in the Plan commencing September of that same year.

3.2 Written acceptance or denial of the Branch Affiliate Member's application, with explanation, will be forwarded to the Branch Affiliate Member and the President of District #23 O.S.S.T.F. by May 1st in the school year that the original request is made.

3.3 Final approval of individual requests to participate in the Plan shall rest with the Board.

In the 1979-80 contract year applications must be submitted not later than February 29, 1980.

4. Payment Formula and Leave of Absence

4.1 In each year of the Plan, preceding the year of the leave, a Branch Affiliate Member will be paid a reduced percentage of the Branch Affiliate Member's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned as determined by the Investment Committee (as defined in Article 16.08 - 6.2) shall be retained in a Joint Trust Fund for the Branch Affiliate Member by the Board to finance the year of leave.

4.2 (a) While a Branch Affiliate Member is enrolled in the Plan, and not on leave any benefits tied to salary level shall be structured according to the salary the Branch Affiliate Member would have received had he not been enrolled in the Plan.

(b) During all the years that the Branch Affiliate Member is participating in the Plan, all employee benefits shall be maintained at a level as if the employee were being paid at 100% of salary. Premium costs during the self-funded leave year will be paid in full by the employee.

5. Terms of Reference

5.1 On return from leave, a Branch Affiliate Member will be assigned to his same position (including position of responsibility), or, if due to declining or changing enrolment patterns, said position no longer exists, the employee will

be governed by the appropriate terms of this Agreement, including especially Article 16.06 and Article XI.

5.2 Sick leave credits will not accumulate during the leave, but sick leave credits accumulated prior to going on leave shall be retained by the Branch Affiliate Member upon return to teaching.

5.3 No one will be granted leave under this Plan who has been on sabbatical leave and has not fulfilled all of the requirements of their previous leave.

5.4 (a) A Branch Affiliate Member declared redundant who is not eligible to return to the employ of the Board for one year after the year of their leave must withdraw from the Plan.

(b) In such case, the Branch Affiliate Member shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan.

Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

5.5 Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission.

5.6 (a) A Branch Affiliate Member may withdraw from the Plan any time prior to March 1st of the calendar year in which the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per 5.4 (b).

(b) In the event that a suitable replacement cannot be hired for a Branch Affiliate Member who has been granted a leave, the Board may defer the year of the leave. In this instance, a Branch Affiliate Member may choose to remain in the Plan, or receive repayment as per 5.4 (b).

(c) Should 5.6 (b) result in a leave of absence being taken past the final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest (see 4.1 (b)) until the leave of absence is granted.

5.7 Should a Branch Affiliate Member die while participating in the Plan, any monies accumulated, plus interest accrued (see 4.1 (b)) at the time of death will be paid to the Branch Affiliate Member's estate.

5.8 All Branch Affiliate Members wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

6. <u>Funding of Leaves Prior to Total Salary Deferral</u>

6.1 Applications must first be reviewed by the executive of District #23 O.S.S.T.F. for approval of financing, in cases where the applicant proposes a year of leave prior to the Branch Affiliate Member's total salary deferral having been deposited. (e.g. leave on year 4 of a 5 for 6 proposal)

6.2 In order to provide funds to Branch Affiliate Members for the granting of leaves in a year prior to total salary deferral, each full time equivalent Branch Affiliate Member shall invest $25.00 to be deducted from each pay in the calendar year 1980.

Permanent part-time employees will invest on a pro-rata basis. All monies shall be held in a Joint Trust Fund in one or more of the Financial Institutions with which the Board deals. The signing authorities for such monies shall be two (2) Branch Affiliate Members appointed by the Executive of O.S.S.T.F. District #23 and the Board's two (2) signing authorities. This group shall form the Investment Committee and shall have the authority to approve all investments in the best interest of O.S.S.T.F. District #23, and to calculate the accrued interest on individual accounts as required. The O.S.S.T.F. District #23 signing authorities shall report annually to the annual meeting of the district. Each Branch Affiliate Member shall receive a notice in January 1981 signifying the total amount deducted from him during the calendar year 1980.

6.3 All monies deducted as described in 6.2 plus any accumulated interest, shall be repaid in December 1987. In the event that a Branch Affiliate Member leaves the employ of the Board prior to December 31, 1987, all monies deducted from such a Branch Affiliate Member plus earned interest, shall be paid within 60 days of the effective termination date of the individual contract.

Monies advanced from the Joint Trust Fund to the Board of Education for the County of Grey shall be the difference between the amount accrued in the name of an individual Branch Affiliate Member granted a self-funded leave in years 2, 3, 4, 5 and 6 and the amount required to pay the Branch Affiliate Member's salary as governed by this memorandum and the contract under this clause.

6.4 All monies invested as described in 6.2 and any accrued interest must be repaid on or before December 31, 1987 either to the individual Branch Affiliate Members entering the Plan, or to the Branch Affiliate Members still on staff from whom monies were withheld throughout 1980.

7. Investment of Funds

A determination as to the placement of the investment generated under Articles 4.01 (b) and 6.02 will be made by the O.S.S.T.F. Executive, or designates, in consultation with the Treasurer of the Board annually prior to June 30.

Haliburton County Secondary, 1980-81

Three in Four/Four in Five Leave Plans:

1. Description: The Three Years over Four Plan and the Four Years over Five Plan have been developed to afford Teachers the opportunity of taking a one (1) year leave of absence with pay, by spreading three or four years' salary payments over a four or five year period, depending on the leave plan chosen.

2. Qualifications: Any teacher having five (5) years' seniority with the Haliburton County Board of Education is eligible to participate in the Plan.

3. Application: a) A Teacher must make written application to the Director of Education on or before January 31st, requesting permission to participate in the Plan.

b) Written acceptance, or denial, of the Teacher's request, with explanation, will be forwarded to the Teacher by March 1st in the school year the original request is made.

c) Approval of individual requests to participate in the Plan shall rest solely with the Board.

4. Payment Formula and Leave of Absence: The payment of salary, fringe benefits and the time of the one year leave of absence shall be as follows:

a) In all three years of the 3 years over 4 plan a teacher will be paid 75% of his proper grid salary and applicable allowance. The remaining 25% of annual salary will be accumulated and this amount, plus any interest earned, shall be retained by the Board to help finance the year of leave.

b) In all four years of the 4 years over 5 Plan a Teacher will be paid 80% of his proper grid salary and applicable allowance. The remaining 20% of annual salary will be accumulated, and this amount plus any interest earned shall be retained by the Board to help finance the year of leave.

c) The calculation of interest under the terms of this Plan shall be done monthly (not in advance) at the prime rate of the Bank with which the Board deals in effect on the last Friday of each month.

d) Teachers' fringe benefits will be maintained by the Board during their leave of absence in accordance with the annual salary agreement; for example:

3 Years over 4 Plan:
Year 1 - salary/grid = $20,000
salary/paid 15,000
Group Life Insurance coverage = $15,000 x 2 = $30,000

4 Years over 5 Plan:
Year 1 - salary/grid = $20,000
- salary/paid 16,000
Group Life Insurance coverage - $16,000 x 2 = $32,000

e) The leave of absence may be taken only in the 4th year of the 3 Years over 4 Plan and in the 5th year of the Four Years over Five Plan. Under special circumstances, exceptions may be granted by the Board.

f) With the approval of the Board, a Teacher may select some alternative method of deferring salary other than that specified in 4(a) and (b) above.

5. Terms of Reference: a) On return from leave, a Teacher will be assigned to his same position (including position of responsibility) or, if due to declining or changing enrolment patterns said position no longer exists, the employee will be offered a position for which he or she is qualified.

b) A Teacher participating in the Plan shall be eligible upon return to duty for any increase in salary and benefits that would

have been received had the one year leave of absence not been taken.

c) Sick Leave credits will not accumulate during the year spent on Leave.

d) Teachers declared redundant while in the first or second year of the Plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the Plan

e) Superannuation deductions are to be continued as provided by the Teachers' Superannuation Act, which is that the percentage rate stipulated in the Act of the salary paid to the Teacher during the leave of absence is to be deducted and upon returning to full duties the Teacher is to have the option of contributing the difference between the amount of superannuation deducted and the amount that would have been deducted had the teacher remained on staff and drawn full salary.

f) The Teacher will have the option of having full salary superannuation deducted during the course of leave of absence, in accordance with the Superannuation Commission's regulations.

g) A Teacher may withdraw from the Plan any time prior to taking leave of absence. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the Teacher within sixty (60) days of notification of his desire to leave the plan.

In the event that a suitable replacement cannot be hired for a Teacher who has been granted a Leave, the Board may defer the year of leave. In this instance, a Teacher may choose to remain in the Plan or withdraw and receive any monies and interest accumulated to the date of the withdrawal. In the latter case, repayment shall be made within sixty (60) days of notification of his desire to leave the Plan.

Lake Superior Secondary, 1980-82

TEACHER-FUNDED LEAVE PLAN

There shall be a Teacher-Funded Leave Plan.

The details of the plan are included as Appendix A of this Agreement.

APPENDIX A - TEACHER-FUNDED LEAVE PLAN

1.0 Preamble

The Lake Superior Board of Education and the Lake Superior Division, District 29, Ontario Secondary School Teachers Federation assume no responsibility for any consequences arising out of this plan related to effects on teachers' superannuation provisions, income tax arrangements, Unemployment Insurance, the Canada Pension Plan or any other liabilities incurred by a teacher as a result of participation in this plan.

2.0 Description

2.1 This teacher-funded leave plan is developed to afford teachers the opportunity of taking a one (1) year leave of absence through deferral of salary to finance the leave.

3.0 Application

3.1 A teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same calendar year.

3.1a For 1980 only, the January 31st deadline is deferred to September 30th.

3.2 Written acceptance, or refusal, of the teacher's request, with explanation, will be forwarded to the teacher by May 1st in the school year in which the request is made.

3.3 Approval of individual requests to participate in the plan shall rest solely with the Board.

4.0 Pay Deduction Formula and Leave of Absence

4.1 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, plus any interest earned, shall be retained for the teacher by the Board in a True Savings Account at the Board's bank.

4.1a OR, with the approval of the Board, a teacher may elect some alternate method of funding of his leave.

4.2 While a teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the teacher would have received had he not been enrolled in the plan.

4.3 A teacher's fringe benefits will be maintained by the Board during his leave of absence; however, the premium costs of all fringe benefits shall be paid by the teacher during the year of leave at the Board's group rates.

4.4 While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had he not been enrolled in the plan, or according to the salary the teacher would receive in that year if he was not enrolled in the plan, at the option of the teacher.

4.5 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his leave.

4.6 A teacher may apply to take his leave in other than the fifth year of the plan, if mutually agreed to by the teacher and the Board.

5.0 Terms of Reference

5.1 On return from a leave a teacher will be assigned to his same position (including position of responsibility), or, if due to declining enrolment or changing enrolment patterns said position no longer exists, the teacher will be governed by the appropriate terms of this agreement.

5.2 Sick leave credits will not be accumulated during the year spent on leave.

5.3 Teachers declared redundant will not be eligible for this plan.

5.3a A teacher enrolled in the plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Article 5.4.

5.4 Repayment shall be made as per Agreement between the teacher and the Board.

5.5 Superannuation deductions are to be continued as provided by the current ruling of the Superannuation Commission.

5.6 A teacher may withdraw from the plan any time prior to March 1st of the calendar year in which his leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per clauses 5.3a & 5.4.

5.7 In the event that a suitable replacement cannot be hired by June 1st in the calendar year in which the leave is to be taken by a teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided.

5.7a Should clause 5.7 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his plan will continue, at the discretion of the teacher, to accumulate interest until the leave of absence is granted.

5.8 Should a teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the teacher's estate.

5.9 All teachers wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

5.10 The year of leave shall not be recognized for salary calculation purposes.

5.11 The year of leave shall be recognized for seniority purposes.

5.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

THE LAKE SUPERIOR BOARD OF EDUCATION

A P P L I C A T I O N

for Participation in the Teacher-Funded Deferred-Salary Leave Plan

I have read the terms and conditions of The Lake Superior Board of Education's Teacher-Funded Deferred-Salary Leave Plan and hereby agree to enter the plan under the following terms and condition:

1. Enrolment Date

I wish to enroll in the plan commencing _____

2. Year of Leave

I wish to take my Leave of Absence from The Lake Superior Board of Education from _____ to _____.

3. Financial Arrangements

The financing of my participation in the Teacher-Funded Deferred-Salary Leave Plan shall be according to the following schedule:

3.1 Commencing September 1, 19__ I wish to defer _____% of each of my salary payments for the next _____ years.

3.2 Annually The Lake Superior Board of Education agrees to provide me with a statement regarding the status of my account.

3.3 In the year of my leave the total monies accumulated as of August 31 of that year will be paid to me according to the terms of Article 10:01 of the Collective Agreement OR in either a single OR in two lump sum payments as mutually agreed between myself and the Board.

_____	_____
Teacher's Signature	Signature of Board Representative
_____	_____
Present Assignment	Witness
_____	
Teacher's Present School	
_____	_____
Witness	Date

Lincoln County Secondary, 1980-81

Teacher-Financed Leave

a) The teacher shall make arrangements with the Director of Education or his designate for determining the year in which the leave shall be taken and the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.

b) The salary that is held back by the Board shall be placed in trust in the Civic Employees Credit Union or other approved financial institution, in the teacher's name, and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher, similar to the salary schedule, in the year in which the leave is taken.

c) The Board shall pay the employee benefit contributions as required by Article 31 of this agreement on behalf of the teacher during the year of leave.

d) If the teacher is declared redundant to the secondary system during the years of salary holdback leading to a Teacher-Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to that time along with any accrued interest, in a manner agreed to by the teacher and the Board.

e) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with any accrued interest, in a manner agreed to by the teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner as agreed to by the Board and the executors or administrators of the estate.

f) If a teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.

g) While a teacher is on a Teacher-Financed Leave, no sick leave time shall accumulate, but when the teacher returns to the Board from the leave, he/she shall be credited with the same number of accumulated sick leave days that he/she had before going on the leave.

h) Placement of the teacher upon return from a Teacher-Financed Leave shall be governed by the provisions of the leaves of absences and teacher retention plan of this agreement.

i) The Teacher-Financed Leave shall be treated as a year's teaching experience for seniority purposes with the Board, within the meaning of Section A, but shall not entitle the teacher for increment for that year.

Michipicoten Secondary, 1980-81

(a) Teacher-Funded Leave Plan

Teachers shall be permitted to take and be assisted in arranging for one or two concurrent semesters of leave after three or four years of teaching in which payroll deductions provide for salary during the leave period.

(b) Non-Funded Leave Plan

At his/her option, a teacher on permanent contract may apply for a reduced teaching assignment which may take the form of part day, one semester full leave or two concurrent semesters full leave.

(c) A committee consisting of a minimum of three representatives from the C.B.C. and M.B.C. respectively shall meet 10 days following receipt of the first application for (a) and (b) above, to consider their requests and formulate an acceptable program for (a) and (b). Such acceptable programs will adhere to:

(i) Permitting teacher-funded leave plans.

(ii) Permitting voluntary reduced assignments.

(iii) Pro-rating grid advancements.

(iv) Granting benefits subject to 8.06.

(v) Pro-rating Sick Leave Credit accumulation.

(d) On the teacher's return from (a) or (b) above, he/she shall be assigned to the previously held position or a comparable one. In the event that the previously held position no longer exists, the teacher on leave shall be advised of, and considered for all available vacancies within the division for which the teacher is qualified, as such vacancies occur.

Nipissing Secondary, 1980-82

SABBATICAL LEAVE WITH SALARY HOLDBACK

(a) The Teacher shall make arrangements with the Director of Education for determining which year the leave shall be taken in, and the percentage of regular teaching salary to be held back for each year of the teaching in the years prior to taking the leave.

(b) The salary that is held back by the Board shall be placed in the North Bay Municipal Employees Credit Union, Caisse Populaire North Bay Limitée or other financial institution as approved by the Sabbatical Leave Committee, in the Teacher's name and given to the Teacher along with any accrued interest; in a mannter described by the Teacher, in the year in which the leave is taken.

(c) The Board shall pay the fringe benefit contributions as required by Article 12 of this Agreement on behalf of the Teacher during the year of the leave.

(d) The Board shall pay $500.00 to the Teacher during the year of leave.

(e) An amount equal to 7% of annual salary the Teacher would have received for the year of leave shall be retained in the Sabbatical Leave Fund with interest to accrue to the fund. By September 30th of the school year immediately following the Leave, the amount retained shall be paid to the Teacher who took the Leave. The Teacher must pay this amount to the Teacher's Superannuation Fund in accordance with the regulations established by the Commission.

(f) If the Teacher is declared surplus to the secondary system during the years of salary holdback leading to a Sabbatical Leave under this plan, the Board shall pay to the Teacher the full amount of salary withheld up to that time along with any accrued interest in a manner as determined by the Teacher.

(g) If the Teacher leaves the employ of the Board prior to taking the year of leave, then, prior to going on the leave, the Board shall pay to the Teacher the full amount of salary withheld up to that point along with any accrued interest, in a manner as determined by the Teacher. If the Teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner as determined by the executors or administrators of the estate.

(h) If a Teacher decides not to return to the Board following a Sabbatical Leave with salary holdback, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.

(i) While a Teacher is on Sabbatical Leave with salary holdback, no sick leave time shall accumulate, but when the Teacher returns to the Board from the leave, he shall be credited with the same number of accumulated sick leave days that he had before going on the leave.

(j) Placement of the Teacher upon return from Sabbatical Leave with salary holdback shall be governed by the provisions of the Teacher retention plan in this agreement.

(k) The Sabbatical Leave with salary holdback shall be treated as a year's teaching experience for seniority purposes with the Board, within the meaning of Article 17 but shall not entitle the Teacher to increment for that year.

LEAVE OF ABSENCE WITHOUT PAY

(a) A leave of absence without pay for a period of one year or less may be granted by the Board on the recommendation of the Director to a Teacher who has a permanent contract at the time the application is made.

(b) If a Teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.

(c) While a Teacher is on a leave of absence, no sick leave time shall accumulate, but when the Teacher returns to the Board from the leave, he shall be credited with the same number of accumulated sick leave days that he had before going on the leave.

(d) Upon return from the leave of absence, the Teacher shall be assigned to his previous position if the position still exists, or a comparable position in the system.

(e) Teachers on a leave of absence from the Board shall be allowed to prepay the full cost of any fringe benefits in which they participate at the commencement of the leave, provided that the prepayment will cover the whole anticipated period of the leave.

(f) The leave of absence year shall be treated as a year's teaching experience with the Board for seniority purposes within the meaning of Article 17 but shall not entitle the Teacher to an increment for that year.

London and Middlesex County RCSS, 1980-82

Four and One Leave

A Four Years over Five Plan will be developed to afford teachers the opportunity of taking a one (1) year leave of absence with pay by spreading four (4) year's salary payments over a five (5) year period.

Details will be worked out by a sub committee of Board and Teachers for implementation commencing in 1981.